



## Aires Listing Agreement

Broker:	Coldwell Banker Residential Brokerage	Date:	6/7/2018
Agent Name:	Garrett Luehrs	Transferee:	Nicholas Gonring
Policy & Property Consultant:	Amanda Flucker	Aires File Number:	472865
Phone:	(412) 788-0461	Fax:	(412) 788-0245

Aires, a Pennsylvania Corporation, (herein referred to as Seller) desires to employ the above referenced broker for the purpose of selling the property described herein. In consideration of the mutual promises of the parties, and for other good and valuable consideration, including the covenants and conditions contained herein, it is agreed as follows:

1. **LISTING PERIOD AND PROPERTY:** Seller employs Broker as exclusive agent for the sale of that real property situated in:

**City of** Chicago **County of** Cook **State of** IL  
**Commonly known as** 2726 W. Cortez Street Unit 1

For the period beginning 6/7/2018 and ending midnight 7/25/2018 \*\* hereinafter referred to as the Listing Period. \*\*Except in the case of an "Offer" between Seller and Melinda Sgariglia (buyer) which terminates sooner.

2. **SELLER REPRESENTATION:** Seller represents that it has either acquired title to said property or is the purchaser named in a contract of sale with respect to the property signed by or on behalf of the record owners of the property and pursuant to which Seller is to acquire title. Seller shall refer to broker all prospective purchasers or other brokers who may contact Seller directly. Seller will identify the attorney, title insurance company and/or escrow company to represent its interest. Seller has obtained a Preliminary Title Search from: Sarah M. Wilkins, Attorney & Counselor at Law
3. **PRICE:** Said property shall be offered for sale at the price of \$510,000.00 on such terms that shall be satisfactory to seller. The asking price to include personal property noted on the disclosures we send you. If there is a discrepancy between the disclosures and the actual personal property in the home you agree to notify us within 5 days. Seller shall have the right to reject any offer as it sees fit.

Broker shall notify Seller if any items listed above are not on the premises, immediately upon inspection of the property.

4. **BROKER'S DUTIES:** Broker agrees to exercise due diligence to procure a buyer for the property for the "asking price" set by the seller and to take prompt and diligent action for this purpose and to care for, and maintain the property during the Listing Period including, but not limited to, the following:
- a. List the property with all other brokers on a co-brokerage basis, utilize any local multiple listing services available to Broker and cooperate with all other brokers with purchasers for the property. Broker is expressly authorized to execute a multiple listing agreement as agent for Seller.
  - b. Use, in Broker's most efficient and energetic manner, any and all recognized methods to sell real estate, including, but not limited to, advertising, showing the property, and where permitted, placing a "For Sale" sign on the property;
  - c. Furnish, without charge, responsible supervisory and inspection services to lessen the possibility of damage to the premises by fire, vandalism, or similar causes;
  - d. Inspect the property no less than once a week, and cause minor maintenance to be performed thereon including, but not limited to, picking up papers, mowing lawns, removing snow, and keeping house in a clean state. Seller shall reimburse Broker for reasonable expenses incurred to carry out minor maintenance; such costs should be advised and agreed by Aires in advance.
  - e. Take prudent action as necessary in an emergency to protect the property and notify the Seller immediately of any such emergency;
  - f. At weekly intervals, or as otherwise required by Seller, report to Seller the number of showings of the property, the condition of the property, the advertising efforts to sell the property, the incentive programs relating to the sale of the property, and suggestions regarding the sale of the property.

In the event Broker fails to maintain the property or to market the property in accordance with the terms of this listing agreement, Seller reserves the right to cancel the listing with seven (7) days written notice and declare the agreement null and void.

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5. **COMMISSION:** Seller agrees to pay Broker a total commission of 6.00% (percent), split of Buyer's agent 2.50% (percent) and Seller's agent 3.50% (percent), of the selling price, if during the Listing Period the said property is sold to a buyer on the terms stated in this Listing Agreement or any other terms acceptable to Seller. However, the commission shall be earned and payable only if and at such time as sale is in fact closed, unless closing is prevented by wrongful act of the Seller. Said closing shall include, but not be limited to, the payment of the purchase price as agreed by the Buyer, and the conveyance of title. For purpose of this Article Seller's inability to close by reason of Seller's vendor breaching the contract of sale shall not constitute a wrongful act of Seller.

By accepting this listing, Agent agrees to pay a referral fee of 38.00% of listing portion of the total commission to Aires upon closing.

In the event Seller is unable to provide marketable title through no fault of Seller or is unable to acquire said property or Broker fails to perform duties as described, this Agreement may be cancelled by Seller.

6. **BROKER'S LICENSE:** Broker certifies that he is a duly licensed real estate broker within the state in which the property is located.
7. **BUYER'S DEPOSIT:** Broker or Seller's local closing representative shall escrow for the Seller all funds deposited as a so-called earnest money or binder deposit immediately upon execution of the contract by both parties, and shall disburse such funds only by authority of Seller, unless there are statutory requirements to the contrary.
8. **BROKER PROTECTION:** If at the expiration or termination of this listing agreement no transaction has been effected, the Broker shall be entitled to a real estate commission in the event:
- Written notice from Broker to the Seller listing the names of prospects to whom the Broker has shown the property during the terms of this listing, shall have been received by the Seller within five (5) days of the termination of the listing, and
  - The property is sold subject to the conditions in paragraph 3 and 5 above, within thirty (30) days of the date of said termination to any such prospect, and
  - The property has not been subsequently listed with another Broker to whom a commission is due and payable.
9. **CLEANUP AND UTILITIES:** Broker immediately upon acceptance of this Listing Agreement shall inspect the property and accomplish such cleanup (at a cost not to exceed \$100 which shall be paid by Seller) as may be necessary to show said property. Immediately upon property becoming vacant, Broker shall notify utility, telephone, and refuse disposal services to render a closing bill to the former occupants, and to continue the required services in the name of Broker. Broker agrees to pay upfront for all such services and then submit to Seller or Seller's closing agent all bills for reimbursement at the closing of the sale to a third party. Broker shall not pay any bills which are in part or completely the former owner's responsibility. Seller agrees to pay for these services immediately upon the presentation of such bills or estimates. Seller shall have no obligation to reimburse Broker for bills or estimates received by Seller after the closing. Seller reserves the right to verify work performance before it makes payment.
10. **WINTERIZATION:** When and where appropriate, Broker will engage a qualified service to properly winterize the property to prevent damage from freezing water, and freezing temperatures, thirty (30) days prior to the normal expectation of freezing temperatures for the area, provided that the property has not been sold or is not in the process of closing, in which event Broker will notify Seller by telephone before proceeding with this work. Seller shall reimburse Broker for reasonable expenses incurred to carry out the above and may require verification of work performed before said reimbursement takes place. .
11. **REPAIRS:** Immediately upon acceptance of this Listing Agreement, and periodically thereafter, Broker shall, without charge to Seller, inspect the property, report to Seller all repairs and improvements deemed necessary for the sale of said property, and transmit to Seller a list of repairs and improvements deemed necessary for the sale together with estimates for said repairs as follows:

One (1) Estimate if under \$500

Two (2) Estimates if between \$500 and \$1500

Three (3) Estimates if over \$1500

Broker shall proceed with such repairs and improvements only when instructed in "writing" to do so by the Seller.

12. **OCCUPANCY:** Broker shall not allow occupancy of the property prior to the passage of the title to a buyer without express written consent of the Seller.
13. **SUBMISSION OF OFFER:** Prior to the submission of a written offer, Broker will telephone such offer to Seller. All written offers shall be submitted on a standard real estate form for the state in which the property is located and Broker shall make certain all offers are directed to Seller and not to any former owner of the property.
14. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or in writing.

15. **MODIFICATIONS:** This Agreement, including this provision against oral modification, changed, terminated, discharged, waived, or extended orally, but only by writing duly signed by each of the parties hereto.
16. **ACCEPTANCE:** Broker shall accept this offer to enter into this Listing Agreement by executing a copy of this Agreement and returning it to Seller within seven (7) days of delivery. The time of acceptance shall be when Seller has received the aforementioned copy executed by Broker.
17. **CONDITION OF SALE:** Seller's Addendum not Sales Agreement shall be a condition of all sales.
18. **SHOWING THE PROPERTY:** Until the property is vacated, all appointments for showing are to be made in advance with occupants.
19. **COMPLIANCE WITH LAWS:** Broker agrees to list, sell, and otherwise deal with the property in full compliance with all applicable local, state and federal laws, rules and regulations, including but not limited to the Fair Housing Act and without regard to any person's race, color, religion, sex, or national origin.
20. **PREPARING FOR CLOSING:** The Broker shall accompany the purchaser to pre-closing inspection within seven (7) days of closing. If adjustments are needed for any reason Broker must notify Seller immediately with estimates of the repairs. Closing agent will be instructed not to close transaction without proof of buyer's signatures and initials on the Seller's Addendum to Sales Agreement acknowledging receipt of the Seller's Homeowner Disclosure Statement and all Seller's inspection reports.
21. **GENERAL:**
- a. In the event of forfeiture of earnest money, the earnest money shall be disbursed 100% to Seller.
  - b. Aires is a licensed real estate organization
22. Broker agrees to inform Seller of any developments relating to radon, toxic materials, chemicals or gases in the property's general geographic area. Broker agrees to comply with Seller's policy of full disclosure of all knowledge related to toxic materials, gases, chemicals or other factors that relate to the value of the property or potential health hazards to those who may occupy the property.
23. Time is of the essence as to all time periods referenced in this agreement

IN WITNESS WHEREOF, the parties hereto have set their hand as of the day and year first above written.

SELLER: Aires

BY: 

Date: 6/8/2018

Broker: Garrett Luehrs

BY: 

dotloop verified  
06/07/18 4:27PM CDT  
1VHP-QYZO-IBQW-MKTD

Date: 6/7/2018

As an agent for

RETURN ONE COPY TO: Aires      American International  
Relocation Solutions, LLC